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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

*9. V. returns  
Proc. I*

**FILE: B-187996**

**DATE: March 23, 1977**

**MATTER OF: Suburban Industrial Maintenance Company**

**DIGEST:**

Bid containing only aggregate price without unit prices is not objectionable since bid is, in effect, "all or none" bid and IFB contained no prohibition against such bid. Further, failure of bid to contain unit prices does not alter Government's right to partially terminate contract.

On November 4, 1976, the Marine Corps Development and Education Command, Quantico, Virginia, issued invitation for bids (IFB) No. M00264-77-B-0001 for the inspection and cleaning of various exhaust ducts, hoods and filters in 24 locations on the base.

Three bids were received in response to the IFB with the low bid of \$8,250 being submitted by Community Power Suction Furnace Cleaning Company (Community). The second low bid of \$8,275 was from Suburban Industrial Maintenance Company (Suburban).

Suburban has protested to our Office any award to Community contending that Community's bid was nonresponsive in failing to include unit prices for the 24 locations in the IFB and only submitting an aggregate price.

Suburban argues that Community failed to comply with the requirement of the IFB to provide unit prices, that such failure precluded the Government from making multiple awards and that the lack of unit prices prevents the Government from partially terminating the contract if the need arises.

The IFB stated that bids would be evaluated in accordance with paragraphs 10 and 21 of section C of the IFB. Paragraph 10 reads as follows:

"AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

"(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

"(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER."


Paragraph 21 states:

"Award will be made by lot to the firm submitting the lowest acceptable aggregate bid."

While the IFB in the bid schedule provided spaces for unit prices for each of the 24 buildings, paragraph 21 stated that the award would be based on the lowest acceptable aggregate bid. In effect, by Community only submitting an aggregate bid price, it bid on an "all or none" basis. Our Office has stated that in the absence of a specific provision to the contrary, it is always permissible for a bidder to submit an "all or none" bid for all or any combination of items on which bids are invited. Martin and Turner Supply Company, 54 Comp. Gen. 395 (1974), 74-2 CPD 267. As the IFB contained no such prohibition, there is nothing objectionable in the manner in which Community bid.

Concerning the effect Community's bid might have on a partial termination by the Government, we believe that it would have no effect on the rights of the Government. Many Government contracts are awarded on a lump-sum basis and are terminated prior to delivery of the items or the completion of performance, the amount of payment to be received by the contractor is determined by the equitable settlement procedures provided for in the standard termination clause.

Accordingly, the protest is denied.

  
Deputy Comptroller General  
of the United States